
DEVELOPMENT AND CONDITIONAL ZONING AGREEMENT

This Development and Conditional Zoning Agreement is hereby certified and agreed to this ____ day of _____, 2005, by and between Larry Coffey, hereinafter referred to as "Developer" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City".

RECITALS

I.

Developer has petitioned the City for a Change of Zone (No. 04060) from AG Agricultural District to H-3 Highway Commercial District upon the following described property ("Property"):

A portion of Lots 36 and 37 located in the Northeast Quarter and a portion of the Northeast Quarter of the Northeast Quarter, all in Section 31, Township 11 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska and being more particularly described as follows:

Referring to the northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 31; thence on the west line of the Northwest Quarter of the Northeast Quarter of said Section 31, south 01 degrees 09 minutes 03 seconds east (assumed), 867.76 feet to the proposed north right-of-way line of US Highway 34; thence on said proposed north right-of-way line for the next 2 calls, south 58 degrees 10 minutes 39 seconds east, 1039.08 feet; thence south 62 degrees 40 minutes 56 seconds east, 26.25 feet; thence north 27 degrees 19 minutes 04 seconds east, 50.00 feet to the point of beginning; thence north 31 degrees 49 minutes 22 seconds east, 690.70 feet; thence south 58 degrees 10 minutes 38 seconds east, 657.93 feet to the proposed west right-of-way line of NW 48th Street; thence on said proposed west right-of-way line for the next 3 calls, south 28 degrees 42 minutes 22 seconds west, 302.43 feet; thence south 44 degrees 05 minutes 33 seconds west, 265.05 feet; thence

south 32 degrees 13 minutes 42 seconds west, 34.48 feet; thence north 72 degrees 38 minutes 55 seconds west, 268.24 feet; thence north 62 degrees 40 minutes 56 seconds west, 359.18 feet to the point of beginning, containing 427,598 square feet (9.82 acres) more or less.

II.

The request for a change of zone is to relocate and expand an existing convenience shop generally located at the northwest corner of N.W. 48th Street and Highway 34 on 2.9 acres currently zoned B-1 Local Business District. The relocation is needed as the existing buildings will be impacted by the Department of Roads right-of-way acquisition for the realignment of N.W. 48th and N.W. 40th Streets at this location.

III.

The Developer has represented to the City that, if the Property is rezoned to H-3 Highway Commercial District, he will develop the Property as described above and agree that the 50-foot panhandle along Highway 34 shall remain AG Agricultural District in order to provide a setback of clear space to Highway 34.

IV.

Since the Property is over ten acres in size, no final plat is required in order to develop the Property. Therefore, the City desires Developer to enter into this Agreement to be assured that the Developer will develop the Property as represented should the Property be rezoned to H-3 Highway Commercial District.

NOW, THEREFORE, Developer and City mutually agree to the following terms and conditions as the Development and Conditional Zoning Agreement for the subject property.

1. The City hereby agrees to grant Developer's amended petition to change the zoning map from AG Agricultural District to H-3 Highway Commercial District on the Property.
2. In consideration for the City rezoning the Property to H-3 Highway Commercial District, the Developer agrees to final plat the Property. Developer further agrees that a 50-foot

panhandle along Highway 34 shall remain AG Agricultural District in order to provide a setback of clear space to Highway 34.

3. As further consideration for granting the H-3 Highway Commercial District zoning on the Property, Developer agrees not to make application for a building permit for the construction of any building on the Property until the final plat has been submitted to and approved by the City.

4. This Agreement is binding upon the parties herein and their respective successors and assigns.

5. This Agreement, when executed by the parties herein, shall be recorded by the City in the office of the Register of Deeds of Lancaster County, Nebraska. Filing fees shall be paid by Developer.

IN WITNESS WHEREOF the parties herein place their signatures on the day and year set forth above.

Larry Coffey

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2005, by Larry Coffey.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2005, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

(Coun/Agr/Coffey Agr re COZ 7-26-05)